

REMARKS

Applicants respectfully request the entry of the accompanying Request for Continued Examination under 37 C.F.R. §1.114 and the present Amendment in response to the Final Office Action dated January 19, 2006.

By this Amendment, Claims 1-25, 27-36 and 38-54 and 56-57 remain pending in the present application. Independent Claims 1, 28, and 57 have been amended to more clearly recite aspects of the present invention, including the amendment of their respective preambles to recite “for an electronic escrow transaction,” and dependent Claims 6, 9, 11, 12, 15, 18, 27, 34, 38, 40, 41, 44, 47 and 56 have been rewritten in independent form. In addition, Claims 6, 12, 18, 34, 41, and 47 have been amended to more clearly recite aspects of the present invention. Claims 26 and 55 have been cancelled without prejudice or disclaimer. Applicants respectfully submit that the present amendments do not add any new subject matter to the present application.

Reexamination and reconsideration are respectfully requested.

Claim Rejection Under 35 U.S.C. § 102(e)

In the Office Action, Claims 1-36 and 38-57 were rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Application Publication No. 2001/0037290 to Lai (“Lai”).

The Lai application is generally directed to a method and system for secured web-based escrowed transactions. The method described by Lai comprises using a Personal Identification Number (PIN) for business transactions wherein the customer does not directly reveal financial or home address information during the transaction. Instead, an escrow agent supplies delivery instructions to the merchant. The escrow agent then collects payment from the customer and places the payment in an escrow account. Shipping information is not provided to the merchant until the payment is in escrow. Payment is only made to the merchant after the merchant has been sent confirmation that the goods have been shipped or the shipper confirms that the goods have been delivered.

In response to the present rejection, Applicants have amended independent Claims 1, 28, and 57 to recite that the first notice associated with the receipt of the goods or the performance of the service is received from the seller and not from either the seller or the shipping agent. This is in contrast to Lai, which teaches that a merchant can send shipping confirmation to the agent or

that delivery confirmation can be provided by a shipper. Lai does not teach the merchant providing notice to the agent of the goods being received or the services being performed. Accordingly, Applicants respectfully submit that independent Claims 1, 28 and 57 recites features not taught or suggested by Lai, and therefore, are in condition for allowance.

With regard to dependent Claims 6 and 34, said claims amended to recite that the second notice, which is sent to the seller and indicates that funds from an account associated with the purchase are available and that the seller should ship the goods, is “transmitted after a predetermined period, beginning at initiation of a debit to an account associated with a purchaser, has elapsed.” Previously in Claims 6 and 34 the second notice was transmitted after the predetermined period or after the funds from the purchaser account are accredited to an account associated with a service provider. In contrast to Lai, the agent sends authorization to the merchant website to begin the processing of the order once the purchaser makes the escrow payment. Lai does not teach sending authorization to the merchant to begin processing the order after a predetermined period beginning at the initiation of a debit to an account associated with the purchaser to notify that the seller should ship the goods. Accordingly, Applicants respectfully submit that Claims 6 and 34 as amended are independently patentable over Lai, and have been written in independent form to facilitate their allowance.

With regard to dependent Claims 9 and 38, Applicants respectfully submit that Lai fails to teach or suggest a notice that the goods have been received from the seller and are “acceptable” or that the services have been “acceptably” performed by the seller. Lai merely teaches providing confirmation of delivery of goods by a shipper or the return processing of the goods. There is no teaching in Lai with regard to sending notice of the acceptability of the goods or services. Accordingly, Applicants respectfully submit that Claims 9 and 38 are independently patentable over Lai, and have been rewritten in independent form to facilitate their allowance.

With regard to dependent Claims 11 and 40, Applicants respectfully submit that Lai fails to teach or suggest “wherein the credit to the seller account is initiated after a predetermined period, beginning at receipt of the first notice.” In contrast, Lai teaches that the crediting of the seller’s account is initiated upon confirmation from the merchant that the goods have been shipped or that the goods have been delivered. Lai does not teach or suggest crediting the seller’s account after a predetermined period beginning after receipt of the first notice.

Accordingly, Applicants respectfully submit that Claims 11 and 40 are independently patentable over Lai, and have been rewritten in independent form to facilitate their allowance.

With regard to dependent Claims 12 and 41, Applicants have amended said claims to recite that the first notice comprises one of (i) the goods having not been received from the seller, or (ii) the services not having been performed by the seller. The language previously in Claims 12 and 41 directed to the first notice being that the goods have been received and are unacceptable or that the services have not been acceptably performed by the seller have been deleted by the present amendment. In contrast, while Lai teaches that the goods may be returned according to a process set forth in at least Paragraph [0038], Lai fails to teach or suggest any notice that the goods have not been received from the seller or that the services have not been performed by the seller. Accordingly, Applicants respectfully submit that amended Claims 12 and 41 are independently patentable over Lai, and have been rewritten in independent form to facilitate their allowance.

With regard to dependent Claims 15 and 44, Applicants respectfully submit that Lai fails to teach or suggest the return process set forth in said claims. In particular, Claims 15 and 44 recite that a second notice is received from either the purchaser or the shipping agent that the goods have been return shipped to the seller, and transmitting to the seller a third notice that the goods have been return shipped from the purchaser. In contrast, Lai teaches that once the member returns the goods the merchant sends a credit authorization to the agent's company website, which in turn sends a transfer request to the clearing house. Thus, Lai fails to teach or suggest receiving notice that the goods have been returned shipped from a purchaser or shipping agent, but alternatively, teaches receiving notice that the goods have been return shipped to the seller from the seller. Further, Lai fails to teach or suggest a step of transmitting to the seller a third notice that goods have been return shipped to the purchaser. To the extent the merchant receives notice that the goods have been return shipped it would appear to be from the member, not from the agent. Accordingly, Applicants respectfully submit that Claims 15 and 44 are independently patentable over Lai, and therefore have been rewritten in independent form to facilitate their allowance.

With regard to dependent Claims 18 and 47, Applicants have amended said claims so the first notice is received from the shipping agent and not from either the seller or the shipping

agent. Accordingly, Applicants respectfully submit that Lai fails to teach or suggest that in the return process the crediting of the purchaser's account is initiated after receipt of notice from a shipping agent or after a predetermined period, beginning at a notification to the seller that the purchaser has shipped the goods to the seller. Lai does not teach any notice in the return process being received from a shipping agent, much less in connection with when the purchaser's account is credited, nor with the crediting of the purchaser's account after a predetermined period of time. As stated above, Lai merely teaches that when the member returns the goods the merchant sends a credit authorization to the agent, which in turn sends a transfer request to the clearing house. Accordingly, Applicants respectfully submit that Claims 18 and 47 are independently patentable over Lai, and have been rewritten in independent form to facilitate their allowance.

With regard to dependent Claims 27 and 56, Applicants respectfully submit that Lai fails to teach or suggest that crediting of the account associated with the seller after either a predetermined period beginning on the receipt of the first notice or after receipt of the second notice that the delivered goods are acceptable. As discussed above, Lai fails to teach or suggest the crediting of the seller's account after a predetermined period nor does it teach the crediting of the seller's account upon receipt from the purchaser that delivered goods are acceptable. Accordingly, Applicants respectfully submit that Claims 27 and 56 are independently allowable over Lai, and have been rewritten in independent form to facilitate their allowance.

Accordingly, Applicants respectfully submit that independent Claims 1, 6, 9, 11, 12, 15, 18, 27, 28, 34, 38, 40, 41, 44, 47, 56, and 57 are allowable over the teaching of Lai for at least the reasons set forth above, and that dependent Claims 2-5, 7, 8, 10, 13, 14, 16, 17, 19-25, 29-33, 35, 36, 39, 42, 43, 45, 46, 48, and 49-54 are allowable as a matter of law as depending from an allowable independent claim notwithstanding their own independent recitation of patentable features.

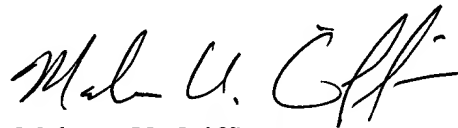
CONCLUSION

The applicants believe they have responded to each matter raised by the Examiner. Allowance of the claims is respectfully solicited. It is not believed that extensions of time or fees

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for addition of claims are required beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR §1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 19-5029.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Malvern U. Griffin III". The signature is fluid and cursive, with the first name "Malvern" and last name "Griffin" being more legible than the middle initial "U.".

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